

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division**

SHANIKA K. BOYD,

Plaintiff,

v.

Civil Action No. 3:12-cv-830

EQUIFAX INFORMATION SERVICES LLC;
EXPERIAN INFORMATION SOLUTIONS, INC.;
TRANS UNION, LLC; COMMONWEALTH OF
VIRGINIA, VIRGINIA DEPARTMENT OF
SOCIAL SERVICES (VDSS), DIVISION OF CHILD
SUPPORT ENFORCEMENT (DCSE); PROFESSIONAL
ACCOUNT MANAGEMENT, LLC; CREDIT
COLLECTION SERVICES, INC.; RJM ACQUISITIONS,
LLC; TRIDENT ASSET MANAGEMENT, LLC; CAVALRY
PORTFOLIO SERVICES, LLC,

Defendants.

**DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S
ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT**

Defendant, Equifax Information Services LLC ("Equifax"), by undersigned counsel, hereby files its answer and defenses to Plaintiff's Complaint ("Complaint").

PRELIMINARY STATEMENT

In answering the Complaint, Equifax states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax denies any and all allegations contained in the headings and/or unnumbered paragraphs in the Complaint.

ANSWER

In response to the specific allegations in the enumerated paragraphs in the Complaint, Equifax responds as follows:

1. To the extent that Plaintiff can maintain this action, which Equifax denies, it admits that jurisdiction is proper in this Court.

2. To the extent that Plaintiff can maintain this action and has properly alleged her claims, which Equifax denies, it admits that venue is proper in this Court.

3. Equifax admits the allegations contained in Paragraph 3.

4. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 4 and, therefore, denies same.

5. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 5 and, therefore, denies same.

6. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 6 and, therefore, denies same.

7. Responding to the allegations contained in Paragraph 7, Equifax states that it is a limited liability company with its principal place of business in Georgia and authorized to do business in Virginia. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 7 and, therefore, denies them.

8. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 8 and, therefore, denies same.

9. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 9 and, therefore, denies same.

10. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 10 and, therefore, denies same.

11. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 11 and, therefore, denies same.

12. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 12 and, therefore, denies same.

13. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 13 and, therefore, denies same.

14. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 14 and, therefore, denies same.

15. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 15 and, therefore, denies same.

16. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 16 and, therefore, denies same.

17. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 17 and, therefore, denies same.

18. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 18 and, therefore, denies same.

19. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 19 and, therefore, denies same.

20. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 20 and, therefore, denies same.

21. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 21 and, therefore, denies same.

22. Equifax admits it received a letter from Plaintiff dated October 25, 2010. Equifax is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 22 and, therefore, denies same.

23. Equifax admits it acknowledged receipt of Plaintiff's dispute letter of October 25, 2010 and updated the reporting of the disputed account. Equifax is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 23 and, therefore, denies same.

24. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 24, and, therefore, denies same.

25. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 25, and, therefore, denies same.

26. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 26, and, therefore, denies same.

27. Equifax admits Plaintiff requested and was issued a copy of her credit file on March 13, 2012. Equifax is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 27 and, therefore, denies same.

28. Equifax admits it received a letter from Plaintiff dated May 9, 2012. Equifax is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 28 and, therefore, denies same.

29. Equifax admits it received a letter from Plaintiff dated June 7, 2012. Equifax is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 29 and, therefore, denies same.

30. Equifax admits the allegations in Paragraph 30.

31. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 31, and, therefore, denies same.

32. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 32, and, therefore, denies same.

33. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 33, and, therefore, denies same.

34. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 34, and, therefore, denies same.

35. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 35, and, therefore, denies same.

36. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 36, and, therefore, denies same.

37. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 37, and, therefore, denies same.

38. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 38, and, therefore, denies same.

39. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 39, and, therefore, denies same.

40. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 40, and, therefore, denies same.

41. Equifax denies the allegations contained in Paragraph 41 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 41.

42. Equifax denies the allegations contained in Paragraph 42 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 42.

43. Equifax denies the allegations contained in Paragraph 43 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 43.

44. In response to Paragraph 44 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

45. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 45, and, therefore, denies same.

46. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 46, and, therefore, denies same.

47. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 47, and, therefore, denies same.

48. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 48, and, therefore, denies same.

49. In response to Paragraph 49 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

50. Equifax denies the allegations contained in Paragraph 50 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 50.

51. Equifax denies the allegations contained in Paragraph 51 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 51.

52. Equifax denies the allegations contained in Paragraph 52 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 52.

53. Equifax denies the allegations contained in Paragraph 53 as they pertain to Equifax and denies Plaintiff's entitlement to any relief. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 53.

54. In response to Paragraph 54 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

55. Equifax denies the allegations contained in Paragraph 55 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 55.

56. Equifax denies the allegations contained in Paragraph 56 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 56.

57. Equifax denies the allegations contained in Paragraph 57 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 57.

58. Equifax denies the allegations contained in Paragraph 58 as they pertain to Equifax and denies Plaintiff's entitlement to any relief. Equifax is without knowledge or

information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 58.

59. In response to Paragraph 59 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

60. Equifax denies the allegations contained in Paragraph 60 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 60.

61. Equifax denies the allegations contained in Paragraph 61 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 61.

62. Equifax denies the allegations contained in Paragraph 62 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 62.

63. Equifax denies the allegations contained in Paragraph 63 as they pertain to Equifax and denies Plaintiff's entitlement to any relief. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 63.

64. In response to Paragraph 64 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

65. Equifax denies the allegations contained in Paragraph 65 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 65.

66. Equifax denies the allegations contained in Paragraph 66 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 66.

67. Equifax denies the allegations contained in Paragraph 67 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 67.

68. Equifax denies the allegations contained in Paragraph 68 as they pertain to Equifax and denies Plaintiff's entitlement to any relief. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 68.

69. In response to Paragraph 69 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

70. Equifax denies the allegations contained in Paragraph 70 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 70.

71. Equifax denies the allegations contained in Paragraph 71 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 71.

72. Equifax denies the allegations contained in Paragraph 72 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 72.

73. Equifax denies the allegations contained in Paragraph 73 as they pertain to Equifax and denies Plaintiff's entitlement to any relief. Equifax is without knowledge or

information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 73.

74. In response to Paragraph 74 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

75. Equifax denies the allegations contained in Paragraph 75 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 75.

76. Equifax denies the allegations contained in Paragraph 76 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 76.

77. Equifax denies the allegations contained in Paragraph 77 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 77.

78. Equifax denies the allegations contained in Paragraph 78 as they pertain to Equifax and denies Plaintiff's entitlement to any relief. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 78.

79. In response to Paragraph 79 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

80. Equifax denies the allegations contained in Paragraph 80 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 80.

81. Equifax denies the allegations contained in Paragraph 81 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 81.

82. Equifax denies the allegations contained in Paragraph 82 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 82.

83. Equifax denies the allegations contained in Paragraph 83 as they pertain to Equifax and denies Plaintiff's entitlement to any relief. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 83.

84. In response to Paragraph 84 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

85. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 85, and, therefore, denies same.

86. Equifax admits it uses a system called "e-Oscar." Equifax is without knowledge or information sufficient to form a belief as to the remaining allegations contained in Paragraph 86, and, therefore, denies same.

87. Equifax admits that it regularly uses an "ACDV" form in the reinvestigation process related to a consumer's dispute. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 87.

88. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 88, and, therefore, denies same.

89. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 89, and, therefore, denies same.

90. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 90, and, therefore, denies same.

91. Equifax denies the allegations contained in Paragraph 91 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 91.

92. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 92, and, therefore, denies same.

93. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 93, and, therefore, denies same.

94. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 94, and, therefore, denies same.

95. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 95, and, therefore, denies same.

96. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 96, and, therefore, denies same.

97. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 97, and, therefore, denies same.

98. Paragraph 98 states a legal conclusion for which no response is required from Equifax. To the extent a response is required, Equifax states that the FCRA speaks for itself.

99. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 99, and, therefore, denies same.

100. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 100, and, therefore, denies same.

101. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 101, and, therefore, denies same.

102. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 102, and, therefore, denies same.

103. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 103, and, therefore, denies same.

104. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 104, and, therefore, denies same.

105. In response to Paragraph 105 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

106. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 106, and, therefore, denies same.

107. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 107, and, therefore, denies same.

108. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 108, and, therefore, denies same.

109. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 109, and, therefore, denies same.

110. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 110, and, therefore, denies same.

111. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 111, and, therefore, denies same.

112. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 112, and, therefore, denies same.

113. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 113, and, therefore, denies same.

114. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 114, and, therefore, denies same.

115. In response to Paragraph 115 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

116. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 116, and, therefore, denies same.

117. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 117, and, therefore, denies same.

118. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 118, and, therefore, denies same.

119. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 119, and, therefore, denies same.

120. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 120, and, therefore, denies same.

121. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 121, and, therefore, denies same.

122. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 122, and, therefore, denies same.

123. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 123, and, therefore, denies same.

124. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 124, and, therefore, denies same.

125. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 125, and, therefore, denies same.

126. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 126, and, therefore, denies same.

127. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 127, and, therefore, denies same.

128. Equifax is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 128, and, therefore, denies same.

129. Equifax denies all allegations not expressly admitted or stated otherwise herein.

DEFENSES

Without assuming the burden of proof where it otherwise rests with the Plaintiff, Equifax pleads the following defenses to Plaintiff's complaint:

FIRST DEFENSE

Equifax asserts that Plaintiff's Complaint fails in whole or in part to state a claim against Equifax upon which relief can be granted.

SECOND DEFENSE

One or more of Plaintiff's claims are barred by the applicable statute of limitations.

THIRD DEFENSE

At all times relevant herein, Equifax maintained reasonable procedures in its handling of Plaintiff's consumer credit file.

FOURTH DEFENSE

Equifax's publication of information about Plaintiff, if any, was privileged and justified.

FIFTH DEFENSE

Equifax has acted in good faith and without malice or intent to injure Plaintiff.

SIXTH DEFENSE

Equifax has complied with the provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, in its handling of Plaintiff's credit file.

SEVENTH DEFENSE

Plaintiff's complaint seeks the imposition of punitive damages. Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

EIGHTH DEFENSE

Plaintiff's damages, if any, were not caused by Equifax; but rather, they were caused by another person or entity for whom or for which Equifax is not responsible.

NINTH DEFENSE

Equifax reserves the right to assert additional defenses that it learns of through the course of discovery.

WHEREFORE, having fully answered or otherwise responded to the allegations contained in Plaintiff's Complaint, Equifax prays that:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;
- (2) That Equifax have a trial by jury on all issues so triable;
- (3) That Equifax be dismissed as a party to this action;
- (4) That this lawsuit be deemed frivolous and Equifax recover from plaintiff its expenses of litigation, including but not limited to attorneys' fees; and
- (5) That Equifax recover such other and additional relief, as the Court deems just and appropriate.

This 17th day of December, 2012.

/s/

John W. Montgomery, Jr.
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CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of December, 2012, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

Kristi Cahoon Kelly
Andrew J. Guzzo
Surovell, Isaacs, Petersen & Levy, PLC
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Fairfax, VA 22030

Leonard A. Bennett
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Attorneys for Plaintiff

/s/ _____
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